

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING D0C9	PAGE 1 OF 38
2. CONTRACT NO. <b>NNC05BA19B</b>		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>N/A</b>	
5. ISSUED BY <b>NASA Glenn Research Center Services and Construction Branch 21000 Brookpark Road, M/S 500-312 Cleveland, Ohio 44135-3191</b>		CODE <b>CHE/LS</b>	6. ADMINISTERED BY (If other than Item 5)	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) <b>Dynacs Military &amp; Defense, Inc. 9111 Edmonston Road #405 Greenbelt, MD 20770</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Payment: Net 30 Days

CODE:	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: <b>ITEM 12</b>
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11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE <b>BF</b> <b>NASA Glenn Research Center Cost Management and Payment Branch 21000 Brookpark Road, M/S 500-303 Cleveland, OH 44135</b>
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13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1	Supplier Assurance Services in Accordance with Section C, Statement of Work	1	JOB	\$ 2,370,478.20 (NTE)	\$ 2,370,478.20 (NTE)
2	Option 1 (1 Month) * Option ONLY	1	JOB	\$ 263,386.47 (NTE)	\$ 263,386.47 (NTE)
3	Option 2 (1 Month) * Option ONLY	1	JOB	\$ 263,386.47 (NTE)	\$ 263,386.47 (NTE)
4	Option 3 (1 Month) * Option ONLY	1	JOB	\$ 263,386.47 (NTE)	\$ 263,386.47 (NTE)
15G. TOTAL AMOUNT OF CONTRACT >					\$ 3,160,637.61 (NTE)

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#### CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) <b>David E Wood Contracts Manager</b>		20A. NAME OF CONTRACTING OFFICER (Type or print) <b>Leahmarie Stervagi</b>	
19B. NAME OF CONTRACTOR BY <b>David E Wood</b> (Signature of person authorized to sign)	19C. DATE SIGNED <b>7/28/05</b>	20B. UNITED STATES OF AMERICA BY <b>L. Stervagi</b> (Signature of Contracting Officer)	20C. DATE SIGNED <b>8/5/05</b>

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PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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**B.1 ESTIMATED COST AND FIXED FEE (NASA 18152.216-74) (DEC 1991)**

The estimated cost of this contract is \$ [REDACTED] exclusive of the fixed fee of \$ [REDACTED]. The total estimated cost and fixed fee is \$2,370,478.20.

**b(4) exception**

(End of Clause)

**B.2 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$465,000.00 and covers the following estimated period of performance: Oct 31, 2005.

(b) An additional amount of \$35,000.00 is obligated under this contract for payment of fee.

(End of Clause)

**B.3 SUPPLIES AND/OR SERVICES TO BE FURNISHED (GRC 52.211-105) (MAY 2002)**

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Specifications/Statement of Work incorporated in Section C or J.

(End of Clause)

**B.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)**

Funds are not presently available for performance under this contract beyond October 31, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond October 31, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

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**C.1 STATEMENT OF WORK (GRC 52.211-106) (MAY 2002)**

The Statement of work is listed in Section J as Attachment A.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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There are no clauses in this section.

[END OF SECTION]



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SECTION E - INSPECTION AND ACCEPTANCE

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## E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST- REIMBURSEMENT

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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(End of Clause)

## E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of Clause)

**E.3 INSPECTION AND ACCEPTANCE (GRC 52.246-92)(JAN 1987)**

Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at destination.

(End of Clause)

**E.4 ACCEPTANCE—MULTIPLE LOCATIONS**

Task order acceptance shall be as specified on issued task orders.

The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized besides the ones identified above.

(End of Clause)

[END OF SECTION]

## SECTION F - DELIVERIES OR PERFORMANCE

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### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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(End of Clause)

### F.2 PERIOD OF PERFORMANCE FOR ALL TASK ORDERS (GRC 52.211-102) (OCT 2000)

The period of performance for issued task orders shall be as indicated on the task order. Any order issued at least 60 days before the end of the effective period of this contract and not completed within the contract shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of Clause)

### F.3 PERIOD OF PERFORMANCE - BASIC AND OPTIONS (GRC 52.211-93) (MAY 2002)

The initial period of performance for this contract shall be 9 months from the effective date of this contract. If exercised, subsequent three, one-month option periods, shall begin on the expiration date of the previous contract period. If the Government desires to extend the contract after the initial contract period, preliminary notification will be provided to the Contractor in accordance with the clause entitled "Option to Extend the Term of the Contract."

(End of Clause)

### F.4 REPORTS OF WORK (GRC 52.227-118) (JUL 2004)

The following clause describes those types of plans/reports commonly required by Glenn Research Center; some of them may not be applicable to this contract.

(a) FOB POINT FOR ALL REPORTS. All reports shall be delivered FOB Destination to the recipients of those reports, as identified in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements". The Contractor is solely responsible for assuring that delivery is made to every specific

recipient named (that is, the Contractor shall not ship multiple copies to one recipient with the expectation that those reports will then be distributed to other named recipients).

(b) WORK PLAN --

(1) The original work plan is considered to be the Contractor's proposal.

(2) Revisions to Work Plan. The Contractor shall submit revisions to the Work Plan described above:

(i) When directed by the NASA Project Manager/COTR pursuant to the clause entitled "Technical Direction"; and

(ii) Whenever the contract requirements are changed by appropriate contract modification. The Contractor may submit recommended revisions to the Work Plan when the Contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every revision to the Work Plan shall be approved by the NASA Project Manager/COTR prior to implementation by the Contractor.

(c) PRODUCT ASSURANCE PLAN (IF REQUIRED BY THE STATEMENT OF WORK). Concurrent with submittal of the Work Plan, the Contractor shall submit a "Product Assurance Plan" (PAP) to the Contracting Officer, in accordance with the "Product Assurance Requirements" set forth elsewhere in this contract. The PAP shall include all Product Assurance activities and shall serve as the master planning and control document for Product Assurance under this contract.

(d) NEW TECHNOLOGY REPORTS (IF EITHER CLAUSE FAR 52.227-11, PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM), OR CLAUSE NFS 1852.227-70, NEW TECHNOLOGY, IS APPLICABLE TO THIS CONTRACT). The Contractor shall disclose new technology discovered under this contract as it occurs, using NASA Form 1679. The Final New Technology Report shall be submitted on Form C-3041. Final payment may be withheld pending receipt/approval of the Final New Technology Report.

(e) SMALL BUSINESS REPORTS. If this contract includes FAR clause 52.219-9, semi-annual Small Business Subcontracting Reports (SF294 and SF295) are required.

(f) COSTING RUN-OUT REPORT (IF REQUIRED BY THE STATEMENT OF WORK). No later than June 30th of each year of this contract, the Contractor shall provide an informal statement that indicates how the funds currently allocated to the contract will be consumed by September 30th of the subject year. In this Costing Run-Out Report, the Contractor shall notify the Contracting Officer if there are any claims that could arise from the deobligation of all or part of the funds that will not be consumed by that date. Funds that will not be consumed by September 30th may be unilaterally deobligated by the government.

(g) TECHNICAL PROGRESS REPORTS (IF REQUIRED BY THE STATEMENT OF WORK AND/OR NFS CLAUSE 1852.235-74)

(1) ORAL REPORTS.

(i) Telephonic reports shall be brief, factual and informal and shall reflect the interests and concerns of the COTR.

(ii) Oral Presentations / Reports / Video Conferences / Briefings -- An Oral Presentation has the following minimum requirements:

(A) The Contractor's Project Manager shall personally attend the Oral Presentation, unless the COTR agrees in writing that the Contractor's Project Manager can designate an alternate.

(B) The Contractor shall prepare for the Oral Presentation by: (a) providing a draft Agenda to the NASA COTR one week prior to the scheduled Presentation date (said Agenda may be amended by the NASA COTR), and (b) establishing whether copies of the vu-graphs are desired by the NASA COTR.

(C) The Oral Presentation shall address the agenda topics.

(D) Vu-graphs presented at the Oral Presentation shall be submitted electronically to the NASA COTR one week after the Oral Presentation. These vu-graphs shall include all relevant material presented at the Oral Presentation. The Contractor shall ensure that a hardcopy of the vu-graphs shall be provided to the NASA Contracting Officer.

(E) With the vu-graphs, the Contractor shall provide a written follow-up, addressing any open issues raised during the Oral Presentation. The Contractor shall provide a copy of the written follow-up to the NASA Contracting Officer.

(F) The Contractor may imprint its logo on the presentation materials, but those materials may not carry a proprietary legend of any kind.

(2) WRITTEN REPORTS shall be brief, factual and informal. They shall be prepared as set forth below:

(i) A cover page containing:

(A) Contract number and title.

(B) The type of report ("Monthly Technical Progress Report", "Task Report", "Quarterly Narrative Report", etc.), sequence number of the report (when applicable), and the period/unit being reported.

(C) Contractor's name, address, and organizational segment generating the report.

(D) Signature of Contractor's cognizant Project Manager (or, if submitted electronically, an unambiguous indicator that the Project Manager has generated/reviewed the report)

(E) Date of issuance.

(F) Inclusion of the following statement: "Prepared for NASA Glenn Research Center, Cleveland, OH 44135."

(ii) Section I -- Technical Progress Summary: A description of the work performed during the report period and the overall technical progress achieved. The current schedule status shall also be addressed in this summary.

(iii) Section II -- Current Problem(s): A description of any current problem(s) which may impede technical, schedule and/or cost performance, along with proposed corrective action(s). Include an explanation of how the problems could affect the cost and schedule of the reporting categories in the financial and schedular reports if applicable, as well as the effects at the total contract level.

(iv) Section III -- Risk Management: Include a list of Significant Open Risks and associated Mitigation Plans. Significant Open Risks are those that have the potential to affect major development milestones & goals, such as a delivery delay, a design-freeze date, a cost ceiling, a safety or health concern, environmental impacts, a technical trade-off decision, etc. Further guidance, if needed, is available from the GRC Risk Management reference documents (listed below), which are available at the following web-sites:

(A) NPG 7120.5A -- "Program and Project Management Processes and Requirements", Chapter 4-- " Program/Project Management Systems Requirements"  
[http://nodis3.gsfc.nasa.gov/library/lib\\_docs.cfm?range=7](http://nodis3.gsfc.nasa.gov/library/lib_docs.cfm?range=7) (note: the FOUR "blank" spaces in the above address are actually "underline" marks)

(B) GRC-P2.9 -- "Risk Management" <http://nasalivelink.grc.nasa.gov/livelink/livelink?func=ll&objId=241550&objAction=browsebmsfolder&sort=documentnumber>



(v) Section IV -- Work Planned: A description of the work to be performed during the next monthly reporting period.

(vi) Section V -- Analysis: Interpretation of the results obtained, recommendations of further action, and discussion of the relationships between work performed and the ultimate objectives of the contract. Applicable diagrams, sketches, graphs, photographs, and drawings should be included, if they assist in conveying the intended meaning of this Section. The COTR may waive this Section V requirement on a month-by-month basis.

(3) Report Period, Dates and Submission

(i) Periodic Reports (Monthly, Quarterly, etc.)

(A) The report shall reflect a period of performance comparable/traceable to the Contractor's accounting period (such as, an accounting month), from the beginning date to the cutoff (closing) date. NOTE: The initial reporting period depends on the date of contract award and may be less or more than a full Contractor's accounting period. When the date of contract award is before the middle of the Contractor's accounting period, the initial reporting period shall be from the date of award to the end of that same accounting period. When the date of contract award is on or after the middle of the Contractor's accounting period, the initial reporting period shall be from the date of award through the end of the following accounting period. Thereafter, each reporting period shall incorporate one complete Contractor's accounting period.

(B) The report shall reflect actual progress through the cutoff date. The following report of the same type will begin on the day after the previous period's cutoff date, so that the reporting periods are continuous and uninterrupted.

(C) Within ten (10) working days after the cutoff date, the Contractor shall submit the report electronically to the addresses indicated in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements".

(ii) Work Unit-Based Reports (Task, Sub-Task, Phase, Milestone, etc.)

(A) The report shall cover the entire Work Unit.

(B) Within fifteen (15) working days after the completion of the work Unit, the Contractor shall submit the report electronically to the addresses indicated in clause GRC 52.227- 104 of this contract, entitled "Document Distribution Requirements".

(h) FINANCIAL MANAGEMENT REPORTS (IF REQUIRED BY THE STATEMENT OF WORK AND/OR THE DOCUMENT DISTRIBUTION REQUIREMENTS)

(1) The Contractor shall submit the following financial reports pursuant to clause NFS 1852.242-73, "NASA Contractor Financial Management Reporting":

(i) NASA Form 533M (Monthly Contractor Financial Management Report)

(ii) Upon written request, the Contracting Officer may authorize an alternative format that provides substantially the same level of detail as the required Form 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(2) If NFS 1852.242-74 (Notice of Earned Value Management System) is applicable to this contract, then the Contractor shall submit the Modified Cost Performance Report (NFS 1852.242-76) as required therein.

(3) The Reporting Categories of the Financial Reports are:

(i) Direct Labor Categories/Hours/Dollars

(ii) Labor Overhead Dollars

(iii) G&A Dollars

(iv) Other Indirect Dollars

(v) Travel Dollars

(vi) Materials/Supplies Dollars

(vii) Other Direct Cost Dollars

(viii) COM Dollars

(ix) Fee Dollars

(4) Within ten (10) working days after the cutoff date, the Financial Report(s) shall be submitted in the number of copies and to the addresses indicated in the "Document Distribution Requirements".

(5) Preparation. The required report(s) shall be prepared in accordance with the instructions contained in the aforementioned clause, NPG 9501.2 (NASA Contractor Financial Management Reporting) and on the reverse of the forms. The Internet address for NPG 9501.2 is [http://ifmp.nasa.gov/codeb/library/NASA\\_Forms\\_533.pdf](http://ifmp.nasa.gov/codeb/library/NASA_Forms_533.pdf).

(6) Report Periods, Dates and Submission

(i) The cutoff date to be used for all 533 reports is the closing date of the Contractor's accounting month that has just been completed.

(ii) The first 533M report shall be submitted within thirty

(30) calendar days after incurrence of cost and, as with all subsequent 533M reports, is due not later than the tenth working day of the month after the close of the Contractor's accounting month. The regular 533Q report (which is a PLANNING report) shall be submitted not later than the tenth (10th) working day of the month preceding the quarter being reported.

(iii) The 533 report(s) shall be submitted electronically and in hardcopy format as indicated in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements".

(7) IF the value of this contract (including options, whether exercised or unexercised) EXCEEDS \$1 MILLION, and the Contractor is submitting Financial Reports that provide both actual expenditures from past months and estimated expenditures for current/future months, THEN the Contractor shall provide a short explanation (approximately one sentence) of any variance WHICH EXCEEDS 5%, between a previous estimated month-specific expenditure and the actual expenditure experienced. [Example: The March 533M states that Actuals for March were \$80K and Planned expenditures for April are \$100K. The April 533M states that Actuals for April were \$92K, which is a variance of 8% (from the "March Planned" number of \$100K). A short explanation -- "widget prices were unusually low" -- is required.]

(8) IF THIS IS A TASK ORDER CONTRACT, the Contractor is required to submit one set of monthly Financial Reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and to submit a second set of monthly Financial Reports that address the individual reporting categories identified in item (2) of this Section H, above, for each active Task Order.

(i) ELECTRONIC SUBMISSIONS. The government encourages electronic submittal of all reports, except that at least one copy of each financial report must be a signed hardcopy. The signed hardcopy may be received no later than 20 working days after the close of the report period, so long as the electronic copy was provided within 10 working days after the close of the report period. (If the Contractor submits its



financial report with an electronic signature, a signed hardcopy is not required.) All other reports, unless elsewhere noted, may be submitted by e-mail, or via the internet, or by some other electronic method, in lieu of a hardcopy. Dedicated Web-Sites, accessible via password and updated by the Contractor, are acceptable reporting tools for Technical Progress Narratives (See Section B, above) and the Draft Final Report, if compatible with the current NASA Glenn Research Center hardware/software and authorized by the COTR. CD/disc submittals are acceptable reporting tools for Technical Progress Narratives (See Section B, above) and the Draft Final Report, if compatible with the current NASA Glenn Research Center hardware/software and authorized by the COTR.

(j) FINAL SCIENTIFIC AND TECHNICAL REPORT (aka "FINAL REPORT). The following requirements are supplemental to those stated in NFS clause 1852.235-73.

(1) In addition to the requirements of NPG 2200.2, the format and content of the Final Report shall also follow NASA-SP--1999-7602 "NASA Publications Guide for Authors", incorporated herein by reference and made a part hereof. This document is available at <http://www.sti.nasa.gov> [Click on "Publish STI" and scroll down to "NASA-SP--1999-7602", where you can choose the format for viewing the publication].

(2) The Final Report shall include a section entitled "New Technology". This section shall identify all nonpatentable discoveries such as improvements, innovations, and computer codes; and all patentable inventions, whether developed or discovered during the performance of the contract. Possible secondary applications of reported new technology shall also be included in this section.

(3) The Contractor shall submit an electronic copy of a DRAFT-FINAL REPORT to the NASA COTR within 30 days after completion of the technical effort. The COTR's review will address technical accuracy, conformance with applicable law, policy and publication standards, and a determination of the availability and distribution of NASA-funded documents containing scientific and technical information (STI), (NASA Form 1676, NASA Scientific and Technical document Availability Authorization (DAA)). Approval or disapproval (in part or in total) of the draft-final report will be accomplished by NASA within thirty

(30) days after receipt. Disapproved draft-final reports shall be resubmitted within 10 working days for review following correction of the cited deficiency, unless otherwise directed by the NASA Contracting Officer or NASA Project Manager/COTR.

(4) Within thirty (30) calendar days after notification of approval of the Contractor's draft-final report, the Contractor shall distribute the approved Final Report electronically and in hardcopy format as specified in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements". Each hardcopy Final Report shall consist of one reproducible copy of the Final Report itself, plus one set of glossy continuous tone prints of all photographic materials included in the Final Report.

(5) Printing, duplicating, binding and other reproduction required under this contract is subject to the provisions of the Government Printing and Binding Regulations published by the Joint Committee on Printing, Congress of the United States and the clause at NFS 1852.208-81 entitled "Restrictions on Printing and Duplicating".

(6) The Contractor is solely responsible for managing the technical effort, the schedule, and the contract funds to ensure delivery of the Draft-Final Report and the Final Report on time. Failure to deliver the Final Report as scheduled, or a request that additional funding be provided by the government to ensure delivery of the Final Report, may result in a Performance Evaluation of "Unsatisfactory", or a reduction in profit/fee equal to the additional cost associated with delivery of the Final Report, or both.

(7) IF THIS IS A TASK ORDER CONTRACT, the Contractor shall comply with this Final Report requirement for every individual Task Order at the time of Task Order completion. However, the Contractor is not required to provide a comprehensive Final Report for the entire contract.

(k) OTHER REPORTS. In the event that a deliverable report, document, etc. is required elsewhere in this contract but is not described in this clause, the Contractor shall notify the Contracting Officer immediately.

The government will treat the insertion of a description of an existing contract-required deliverable report/document/etc. as a no-cost administrative change.

(End of Clause)

[END OF SECTION]

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SECTION G - CONTRACT ADMINISTRATION DATA

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## G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.242-72	OCT 2000	OBSERVANCE OF LEGAL HOLIDAYS (AUG 92) (ALT II)
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of Clause)

## G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph

(b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

### **G.3 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is



available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of Clause)

**G.4 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT - TASK ORDER CONTRACT  
(GRC 52.232-106) (APR 1998)**

(a) All vouchers or invoices submitted for payment shall include a reference to the number of this contract.

(b) All vouchers or invoices submitted for payment SHALL IDENTIFY ALL COST (INCLUDING G & A, COM, OH, ETC.) FOR EACH TASK ORDER AS A SEPARATE LINE ITEM.

(c) Invoices for Fixed-Price Task Orders (as applicable). The original invoice and three copies shall be submitted to:

NASA Glenn Research Center Commercial Accounts Mail Stop 500-303 21000 Brookpark Road  
Cleveland, OH 44135

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

(d) Vouchers for Time & Materials, Labor-Hour, or Cost Reimbursement Task Orders (as applicable). The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph (d)(1) or (d)(2) below, whichever is applicable.

(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (d)(2) below and submitted to:

NASA Glenn Research Center Commercial Accounts Mail Stop 500-303 21000 Brookpark Road  
Cleveland, OH 44135

(i) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(ii) Copies of vouchers should be submitted as follows:

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor

Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

(2) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent Contractor's attachment to the cognizant DCAA office.

(ii) Five copies of SF 1034, SF 1035A or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor

Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

(iii) The Contracting Officer may designate other recipients as required.

(e) Vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (d)(2) of this clause and be forwarded to:

NASA Glenn Research Center Commercial Accounts Mail Stop 500-303 21000 Brookpark Road  
Cleveland, OH 44135

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher or invoice for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

**G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TASK ORDER  
CONTRACTS (GRC 52.242-93) (AUG 2002)**

(a) A Contracting Officer's Technical Representative (COTR) will be delegated under this contract pursuant to the clause at NFS 1852.242-70 entitled "Technical Direction". The contractor will receive a copy of this delegation at the time of award of any contract or shortly thereafter. This delegation will take place on a NASA Form 1634 and will list not only the COTR delegated, but also his/her duties and responsibilities. Throughout this solicitation/contract there may be references made to a variety of different titles, including "NASA Project Manager", "NASA Technical Monitor", and "NASA Contract Monitor"; unless specifically stated otherwise, these refer to the COTR.

(b) A Task Manager other than the COTR may be assigned on any task order issued under this contract. Any such task manager has overall responsibility for the technical effort under the task order. Task

Managers are not, however, authorized to make technical directions or perform any other duties or responsibilities as may be delegated to the COTR, or retained by the Contracting Officer.

(End of Clause)

[END OF SECTION]



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.209-71	DEC 1988	LIMITATION OF FUTURE CONTRACTING
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE
	Insert ____10____	in paragraph (c).
	Insert ____10____	in paragraph (e).
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-72	APR 2002	SAFETY AND HEALTH (SHORT FORM) <b>PER TASK</b>
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
	Insert in Paragraph (b): _____All NASA Centers_____	

(End of Clause)

### H.2 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example,

necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of Clause)

### **H.3 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (GRC 52.203-91) (OCT 2000)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post-award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the Contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of Clause)

#### H.4 NASA SYSTEM ADMINISTRATOR SECURITY CERTIFICATION (GRC 52.204-95) (JUL 2003)

(a) In addition to any other requirements of this contract, all individuals who perform tasks as a system administrator or have authority to perform tasks normally performed by system administrator shall be required to demonstrate knowledge appropriate to those tasks. This demonstration, referred to as the NASA System Administrator Security Certification, is a NASA funded two-tier assessment to verify that system administrators are able to--

(1) Demonstrate knowledge in system administration for the operating systems for which they have responsibility.

(2) Demonstrate knowledge in the understanding and application of Network and Internet Security.

(b) Certification is granted upon achieving a score above the certification level on both an Operating System test and the Network and Internet Security Test. The Certification earned under this process will be valid for three years. The criteria for this skills assessment has been established by the NASA Chief Information Officer. The objectives and procedures for this certification can be obtained by contacting the IT Security Awareness and Training Center at (216) 433-2063.

(c) A system administrator is one who provides IT services, network services, files storage, web services, etc. to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service or machine. A lead system administrator has responsibility for information technology security (ITS) for multiple computers or network devices represented within a system; ensuring all devices assigned to them are kept in a secure configuration (patched/mitigated); and ensuring that all other system administrators under their lead understand and perform ITS duties. An individual that has full access or arbitrate rights on a system or machine that is only servicing themselves does not constitute a "system administrator" since they are only providing or accepting responsibility for their system. An individual that is only servicing themselves is not required to obtain a System Administrator Certification.

(End of Clause)

#### H.5 OPTION PRICES (GRC 52.217-95) (JUN 2002)

Option prices shall be those identified in this contract, or the prices shown in the Contractor's then current published price list, market price, or GSA schedule price, whichever is less. Prior to the exercise of any option, the Contracting Officer will request that the Contractor provide information on all of the above prices for the items being procured. If any price is less than the price identified in this contract, the option will be exercised at that price.

(End of Clause)

#### H.6 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (GRC 52.209-90) (SEP 2002)

##### I. BADGES

All Contractor personnel having a need to enter areas of the Glenn Research Center or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the Glenn Research Center or Plum Brook Station. In addition to the requirements contained herein, the Contractor shall comply with Glenn Procedures and Guidelines GLPG 3730.1, Managing Conduct and Other Employee Issues, incorporated herein by reference and made a part hereof.

Resident Contractors (employees with picture badges)

1. The on-site company supervisor will notify the Main Gate Badge Clerk at PABX 3-2206 when a new employee is reporting to work. The Badge Clerk will give the company supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.
2. When an employee terminates and/or resigns employment, the company shall issue to the employee NASA Form C-10087, Non-NASA Separation Clearance Record. The company shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she has outstanding items. The employee's last stop is for the return of their Government issued I.D. badge.
3. The Company shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

#### Non-Resident Contractors (employees with non-picture badges)

1. The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421) a copy of which will be given the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are quoted below:
  - A. The following regulations have been adopted governing the control of Contractor's Badges at the Glenn Research Center.
    1. Ensure that each company employee is in possession of NASA Form C-9975 prior to reporting to work for badging purposes. Employees not in possession of the above mentioned form will be delayed at the gate until such time as the company supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.
    2. Report lost badges immediately.
    3. Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

#### II. NASA-OWNED PROPERTY

1. The term "NASA-Owned Property" refers to all controlled (tagged) and non-tagged equipment, library property, security badges, computer passwords and other property furnished by the Government during the course of the contract.
2. The Contractor shall ensure that all NASA-Owned property issued to its employees is returned and in satisfactory condition upon termination of an employee's duties. In cases where accountability for the property is transferred from one employee to another, the NASA Equipment Management System (NEMS) Control office of the Logistics Management Division must be notified. At the completion of the Government contract, all property will be returned, and the contract value will be adjusted for any property not accounted for.
3. When access to Federal computer systems has been granted, the Contractor shall ensure that its employees comply with the clause of the contract entitled "SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION RESOURCES (NFS 1852.204-76)".

#### III. EMERGENCIES



1. The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system. Emergencies are defined as incidents involving serious personal injury or damage that causes a possible hazardous condition, or any incidents that require immediate attention of the Plant Protection Department or Security. All other medical treatment is the responsibility of the Contractor.

2. For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Technical Representative (COTR)(rather than dialing "911") in the event of an accident involving either personal injury or damage to property whether public or private, including damage to motor vehicles. They shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

3. The Chairman of the appropriate Accident Investigation Board will notify the Contractor through the COTR as to the date and time and location of the Board meeting. The Board meetings will be held between the hours of 8:15 a.m. and 4:45 p.m. regular work days Monday through Friday.

4. For Contractor duties where continuous manning of posts is mandatory during a work shift, the Contractor shall provide substitute personnel as required for manning these posts during the meeting of the Accident Investigation Boards.

#### IV. TRAFFIC

1. The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of NPD 1600.2 and NHB 1620.1 incorporated herein by reference and made a part hereof.

2. The Government reserves the right to bar from the Glenn Research Center any Contractor employee who has failed to comply with such signs, signals, instructions and the provisions of NPD 1600.2 and NHB 1620.1. The period of the bar shall be as determined appropriate by the Contracting Officer subject to the provisions of NPD 1600.2 and NHB 1620.1. The Contracting Officer will notify the Contractor in writing, setting forth the name(s) of the affected employees(s) and the time period(s) of the bar(s). No action by the Government in barring any Contractor employee from the Glenn Research Center shall be the basis for any claim whatever by the Contractor under this contract, nor shall it excuse the Contractor from complying with any provision of this contract.

#### V. ON-SITE STANDARDS OF CONDUCT

1. The Contractor's entry onto the Center shall be pursuant to fulfilling its contractual obligations, and any related activities thereto. Contractor personnel gaining access to Glenn facilities are required to certify that they meet the minimum ethical standards for entry onto a Government facility. Falsification of this certification could lead to criminal prosecution.

2. The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all applicable Federal and State statutes and regulations, NASA policy and guidance documents, Glenn policy and guidance documents, and other regulations pertaining to personal conduct while on-site. Any conduct prejudicial to the efficient operation of the Center shall be cause for removal from the Center.

#### VI. PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

#### VII. SECURITY INCIDENTS

Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Office.

## VIII. PROPERTY PASSES

A Contractor Property Pass (NASA Form C-702) is required for the removal of all Contractor owned property and equipment and must be presented to the gate guard upon exit. This form can be obtained from the COTR (or designee) or the Glenn employee responsible for the Contractor's presence at the Center. This form must contain a complete description of the material/equipment being removed and should be signed by the authorized Government employee. Material relating to a specific contract or purchase order must be identified by insertion of the appropriate contract/purchase order number on the pass by the COTR or designee.

## IX. AFTER-HOUR ACCESS

During normal working hours, 7:00 a.m. to 5:30 p.m. Monday through Friday, the guards at the gates will permit your entrance and departure. At any other time (other than normal hours), advance clearance is required, and may be obtained through the Glenn/Plum Brook COTR or Inspector who will then make the request to the Main Gate Sergeant PABX 3-2204 at Glenn and 3-3221 at Plum Brook. After-hour clearances as approved by the COTR Inspector are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays.

## X. CONTRACTOR IDENTIFICATION

To avoid situations whereby the actions of onsite contractor employees can be construed as that of Government officials, the onsite contractor shall take the following actions:

- (1) Insure that employees properly display their badge at all times.
- (2) Institute a policy whereby employees who, in their normal course of duties, answer telephone inquiries, participate in meetings with Government and other contractor personnel or deal with the general public appropriately identify themselves so their actions cannot be construed as that of Government officials.
- (3) Institute a policy whereby business correspondence, including emails and memoranda, includes the name of the company in the signature line. Use company letterhead for internal company matters and letters/memos signed by company personnel.
- (4) For onsite office space primarily occupied by company personnel, clearly indicate on the exterior of the office space the company name.

(End of Clause)

## H.7 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

The Contracting Officer has concluded that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of the Contractor is directed to FAR Subpart 9.5, Organizational Conflicts of Interest.

In order to prevent or mitigate organizational conflicts of interest which may bias the Contractor's judgment or objectivity in executing Task Orders issued under this contract, or that might give the Contractor an unfair competitive advantage in current or future NASA procurements, the following conditions apply to this contract:

- (a) The Contractor agrees that its entire organization, including divisions, affiliates, subsidiaries and parent organizations, its subcontractor(s), or teaming partner(s) is bound by, is aware of, and will comply with these restrictions.
- (b) The Contractor, its subcontractor(s), or teaming partner(s) shall neither be responsible for inspecting or auditing hardware, software, or specific NASA program, project, or mission requirements that the

Contractor, its subcontractor(s), or teaming partner(s) has developed through other NASA contracts or other contracts which the Contractor, its subcontractor(s), or teaming partner(s) has with a customer for which they are providing supplier assurance services.

(c) If, in the performance of work under this contract, the Contractor, its subcontractor(s), or teaming partner(s) has access to proprietary data of other companies, the Contractor, its subcontractors, or teaming partners must agree with each company to protect such data from unauthorized use or disclosure so long as it remains proprietary and shall furnish a copy of such company-to-company agreement to the Contracting Officer.

(d) The Contractor, its subcontractor(s), or teaming partner(s) must thoroughly inculcate in its employees, through formal training in company policies and procedures, an awareness of the philosophy of Federal Acquisition Regulation Subpart 9.5 to the end that they will be disciplined in the absolute necessity of refraining from divulging to anyone not authorized, proprietary data, trade secrets, confidential information or restricted data from other companies received in connection with work under this contract.

(e) The Contractor, its subcontractor(s) or teaming partner(s) must obtain from any employee having access to proprietary data under this contract a written agreement which shall in substance provide that such employee will not, during his employment by the Contractor, subcontractor(s), teaming partner(s) or thereafter, disclose to others or use for his own behalf, proprietary data, trade secrets, confidential information, or restricted data received in connection with the work under this contract.

(f) The Contractor shall advise the Contracting Officer within 3 calendar days if performance of a particular task order may result in a potential organizational conflict of interest. Upon being so informed, or if the Contracting Officer independently identifies the potential organizational conflict of interest, the Contracting Officer shall determine which of the following is in the best interests of the Government and so advise the Contractor;

(1) The Contractor shall perform consistent with the task order;

(2) The Contractor shall not perform that task order, the task order shall be canceled, and work identified in the task order shall be obtained by the Government from another source; or

(3) the Contractor shall identify a subcontractor who can provide services consistent with the task order. The Contractor shall enter into a subcontract and retain all contractual responsibilities except that the subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable performance of the task order.

(g) The term "Contractor" as used means the business entity receiving award of this contract, including parent companies, affiliates, divisions and subsidiaries.

(h) The term "contract" as used shall include extensions thereof and successor contracts performed or to be performed by the Contractor without there being any other contractor intervening.

(i) The term "proprietary information" means all information held in confidence or disclosed under restrictions to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, or computer software and may appear in cost and pricing data or involve classified information.

(j) The Contractor shall include paragraphs (a) through (i) in every subcontract.

(End of Clause)

[END OF SECTION]



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (ALTERNATE III) (OCT 1997)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert _____30th_____ in Paragraph (a)(3).
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING Insert "See Clause F.2" in paragraph (a).
52.216-19	OCT 1995	ORDER LIMITATIONS Insert " (a) __Base: \$200K, Option 1 \$25K, Option 2 \$25K, Option 3 \$25K__", "(b)(2) __Base: \$3.5 Million, Option 1 \$390K, Option 2 \$390K, Option 3 \$390K__." All other blanks N/A.
52.216-22	OCT 1995	INDEFINITE QUANTITY Insert " __See Clause F.2__" in paragraph (d).
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert " __15 days__" and " __60 days__", respectively, in paragraph (a). Insert " __TBD__" in paragraph (c).

52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
		Insert "\$___0___" in paragraph (a).
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL As modified by 1852.227- 14 NASA FAR Supplement (OCT 1995)
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
		Insert ___"no later than 15 days prior to submission of the first request for payment"___ in Paragraph (b)(1).
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (MAR 2005)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR- HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
		Insert "within 30 days" in paragraph (c).
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-79	MAR 1999	MENTOR REQUIREMENTS AND EVALUATION

(End of Clause)

## I.2 EQUAL OPPORTUNITY (FAR 52.222-26) (APR 2002) (ALTERNATE I) (FEB 1999)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

**I.3 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FAR 52.222-35) (DEC 2001)  
(ALTERNATE I) (DEC 2001)**

(a) Definitions. As used in this clause-



"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through

(4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)



**I.4 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (FAR 52.222-36) (JUN 1998)  
ALTERNATE I (JUN 1998)**

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

**I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and

Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union- security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.6 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_ upon which this contract is based.

(End of Clause)

**I.7 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

\_\_\_\_\_ <http://www.arnet.gov/far/> \_\_\_\_\_

\_\_\_\_\_ <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> \_\_\_\_\_

(End of Clause)

**I.8 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Dr. Sunil Dutta  
NASA Glenn Research Center  
21000 Brookpark Road, Mail Stop 3-9  
Cleveland, OH 44135-3191  
Telephone: (216) 433-8844  
FAX: (216) 433-2946  
e-mail: Sunil.Dutta@grc.nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.



(End of Clause)

**I.9 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75) (MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of Clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 LIST OF ATTACHMENTS - NEGOTIATED (GRC 52.215-102) (AUG 2002)

The following documents are attached hereto and made a part of this contract:

NO. OF ATTACHMENT	DATE	PAGES
-------------------	------	-------

(a) Statement of Work/Specifications	_____	_____
--------------------------------------	-------	-------

(b) Small Business Subcontracting Plan	_____	_____
--	-------	-------

→ b(4) exemption

(End of Clause)

[END OF SECTION]

## **SUPPLIER ASSURANCE SERVICES (SAS)**

### **STATEMENT OF WORK (SOW)**

#### **1.0 OVERVIEW**

##### **1.1 PURPOSE**

This Statement of Work (SOW) describes the requirements to provide Supplier Assurance Services (SAS) to the National Aeronautics and Space Administration. These services comprise Systems Safety and Mission Assurance (SM&A) insight/oversight of NASA's Domestic and Sub-tier Suppliers to help ensure that NASA's suppliers are furnishing supplies and services in conformance with applicable contract requirements.

##### **1.2 SCOPE**

The Contractor shall provide SAS support related to safety and mission assurance to NASA Headquarters, NASA Field Centers, NASA Program/Projects, and other NASA activities through the Glenn Research Center's Assurance Technology Center.

Any activities described herein as "review," "certify," "ensure compliance," "verify," or "evaluate," shall not be construed as implying that the Contractor has the authority to approve/disapprove Government policies, procedures, specifications, requirements or those of any of its Government contractor. Language contained in this SOW shall not be construed to mean that the Contractor has the authority to accept/reject on the Government's behalf any products or services. The Contractor's functions involving evaluation, verification, certification, review, etc., shall require communication of findings to the appropriate Government representative having approval or acceptance authority.

#### **2.0 Task Descriptions**

The Contractor shall perform the work as directed in Government issued task orders. Task orders may include the following range of activities:

##### **2.2.1 Support Programmatic Audits and Reviews**

The Contractor shall support Programmatic Audits and Reviews that trace NASA S&MA and Independent Technical Authority Requirements from NASA Headquarters Requirements down to specific NASA programs and projects, and then to NASA contractors for each program and project. The Contractor shall evaluate how each supplier has implemented these requirements supported by objective evidence that the requirements are being met by each supplier. The Contractor may be tasked to accomplish the following activities related to Programmatic Audits and Reviews:

**2.2.1.1 Determine Program Requirements Set**

The Contractor shall identify the baseline SMA requirements that have been placed on the program/project and perform an analysis of the Agency's Requirements Set versus the Program/Project's Baseline Requirements Set.

**2.2.1.2 Conduct Requirements Flow down activity from NASA to contractor**

The Contractor shall verify that the requirements imposed on the Program/Project flow down through the prime and sub-tier contractors.

**2.2.1.3 Conduct Process Capability Verification**

The Contractor shall verify the overall capability of the program/project's processes to effectively implement the contractual requirements.

**2.2.1.4 Conduct On-Site Requirements Compliance Verification**

The Contractor shall verify through program-independent, on-site, in-process audits and reviews, the program/project's compliance with the program contractual SMA requirements.

**2.2.2. Perform Government Contract Quality Assurance**

The Contractor shall perform government contract quality assurance for NASA unique applications such as process control, supplier performance measurement, monitoring and corrective action, facility risk assessment, manufacturing processing and controls, configuration and verification management and contract compliance audits. The Contractor will be tasked to accomplish the following activities related to Government Contract Quality Assurance.

**2.2.2.1 Conduct Contract Review**

The Contractor shall review acquisition/procurement contracts to ensure incorporation of applicable quality assurance requirements specified in Federal Acquisition Regulations (FAR), the NASA FAR Supplement, NPD 8730, and Quality Assurance clauses specified in ARP 9009. Determination of contract quality requirements shall be based on the criticality, complexity, maturity, cost and importance of the product supplied, and based on the contractor's past quality performance data.

**2.2.2.2 Conduct Pre-Award Survey**

The Contractor shall perform proposed supplier pre-award surveys prior to contract award. Pre-award surveys shall assess the adequacy of the proposed supplier's quality system and capability to comply with contract requirements, including review of past quality performance data and review/acceptance of the organization's documented quality manual and associated quality system procedures.

**2.2.2.3 Conduct Quality System Documents Review**



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The Contractor shall review supplier's quality system procedures, technical products (e.g., data, drawings), and, manufacturing process instructions to ensure compliance with contract requirements. Selection of documents for review shall be based on criticality, complexity, cost and importance of product/work, and based on past performance quality data.

### **2.2.2.4 Conduct Product Assurance Activities**

The Contractor shall assure supplier's products by product examination, process evaluation and records review as follows: 1) Product Examination: Supplier products shall be physically inspected, measured or tested to ensure conformity to contract requirements; 2) Process Evaluation: Supplier processes for manufacturing, fabrication, assembly, integration, test and inspection shall be physically witnessed to ensure compliance with contract requirements; and 3) Records Review: Records evidencing conformance to contract requirements shall be reviewed to ensure product and process conformance to contract requirements. Quality evidence includes documentation of test and inspection results, product attributes, process performance, calibration of test and inspection instrumentation, qualification and authorization of personnel, and qualification of products, processes, and equipment.

The selection, sample size, and frequency of product assurance actions shall be based on: 1) the criticality, complexity, cost, and importance of product supplied, 2) the complexity and maturity of the process performed, 3) personnel safety considerations, and 4) the supplier's past quality performance related to the product supplied or process performed.

Product assurance attributes shall be identified on checklists or by other documented methodology. Accomplishment of product verification actions shall be attested to by legible signature or by a uniquely identified acceptance/rejection stamp that is directly traceable to a single individual authorized to use the stamp.

Product assurance actions shall be performed by persons properly qualified and trained concerning the quality assurance technique being practiced and the specific product or processes for which assurance is being provided.

The control of monitoring and measuring devices used to perform product assurance actions shall comply with requirements of AS9100, Section 7.6.

### **2.2.2.5 Conduct Government Mandatory Inspection Points (GMIP)**

GMIPs are product assurance actions, including product examination, process evaluation and records review, for which Government performance is mandatory.

The Contractor shall perform GMIPs to ensure compliance with 100% of safety/mission critical product attributes as required by NPD 8730, NASA Quality Assurance Program Policy. Safety/mission critical attributes are material characteristics, operating conditions, or functional performance criteria that if not met can result in loss of life or loss of mission. Assignment of safety/mission critical GMIPs shall include the incorporation of risk mitigation actions derived from project risk analyses (e.g., probabilistic risk assessments, hazard analyses, failure modes and effects analyses/Critical Item Lists).

#### **2.2.2.6 Conduct Quality System Audits**

The Contractor shall review the supplier's quality system to ensure compliance with invoked quality program requirements, including internally developed procedures. The quality system audit may be conducted as a single audit or as a combination of discrete audits that collectively cover all required quality system elements.

The following quality system elements shall be reviewed, as a minimum, during quality system audits:

- a. Personnel training, qualifications, and competence.
- b. Purchasing: Supplier evaluation/selection; purchasing information and flow-down of technical/quality requirements; verification of purchased product.
- c. Quality system documentation.
- d. Control of documents.
- e. Preservation of product; foreign object prevention, detection, and removal.
- f. Calibration and control of monitoring, measuring, and test devices.
- g. Product identification, traceability, and identification of inspection/test status.
- h. Control of nonconforming product.
- i. Monitoring and measurement: Internal audit/assessment; Monitoring and measurement of processes; Monitoring and measurement of product (inspection and testing).
- j. Quality data analysis/trending.
- k. Nonconformance reporting and corrective action.
- l. Configuration management/control.
- m. Design and development control.
- n. Production control and process control.

Quality system audits shall be performed and documented following written audit attributes, such as provided in AS9101, Quality System Assessment.

#### **2.2.2.7 Conduct Quality Data Analysis**

The Contractor shall analyze the supplier's quality data to identify problem areas (e.g., projects, products, processes, operations, organizations), common deficiency causes, quality trends, defect anomalies, and process variations. Sources of data shall include contractor-generated metrics, NASA identified non-conformances, post-delivery quality escapes, and quality data reported by delegated parties (e.g., Defense Contract Management Agency, quality assurance support contractors, and AS9100 quality system registrars). Data shall be evaluated at established periodic intervals for the purpose of:

- (a) Adjusting the frequency and content of customer oversight actions, including allocation of quality assurance personnel resources.
- (b) Providing supporting rationale for acceptance/rejection of the contractor's quality system and/or written procedures.
- (c) Initiating corrective action based on identification of systemic problems and trends.
- (d) Sharing analysis with contractor to identify quality system trends and areas of weakness.

**2.2.2.8 Conduct an Audit of Supplier's Nonconformance Reporting and Corrective /Preventive Action System**

The Contactor shall perform an audit of the supplier's nonconformance reporting and corrective/preventive action system to ensure the system meets or exceeds NASA requirements.

**2.2.2.9 Conduct Final Product Inspection**

The Contractor shall perform final product inspection on supplier's deliverable products and report results of the product inspection to NASA.

**2.2.2.10 Support the NASA Supplier Outreach Program**

The Contractor shall participate in the NASA Supplier Outreach Program by creating supplier outreach material and making site visits to help promote the outreach program.

**2.2.2.11 Support the Joint Audit Planning Committee (JAPC)**

The Contractor shall support the JAPC by participating in JAPC planning meetings, participating on Joint Audits, and providing supplier audit results to the Supplier Audit System.

**2.2.3 Safety Assurance**

**2.2.3.1 Perform Systems Safety Assurance**

The Contractor shall perform assessments of the supplier's systems safety program to ensure that the systems safety program meets or exceeds NASA requirements.

**2.2.3.2 Perform Industrial Safety Assurance**

The Contractor shall perform assessments of the supplier's systems safety program to ensure that the industrial safety program meets or exceeds NASA requirements.

**2.2.4. Perform Independent Technical Analysis**

**2.2.4.1 Participate in or Perform Technical Investigations**

The Contractor shall participate in or perform technical investigations or reviews as directed by NASA.

**2.2.4.2 Technical Evaluation of Project Specific Documents**

The Contractor shall review and evaluate project-specific documents for technical adequacy and compliance to NASA contract terms such as: assurance plan; configuration management plan; make or buy plan; vendor rating plan; software assurance plan; test procedure plan; program development plan; and system safety plan.

**2.2.4.3 Technical Evaluation of Engineering Changes and Deviations**

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The Contractor shall support technical evaluation of engineering changes and deviations, including capability to assess technical adequacy of change and the impact of the proposed effectivity.

### 2.2.5 Develop/Maintain information systems in support of SAC related activities.

The Contractor shall develop and maintain information systems required to support SAS related activities. The Contractor shall use the PBMA Knowledge Management System to support SAC information management requirements

## 3.0 APPLICABLE AND REFERENCE DOCUMENTS

The documents listed herein include directives, standards, and specifications that define requirements that may be either flowed-down to, or directly cited on a contract. As specified in the individual contracts they define requirements to which the work must conform. The Contractor shall determine appropriate flow-down of these requirements to lower level suppliers, determine compliance of suppliers to these requirements, or comply with the requirements of these documents in performing insight/oversight of suppliers and sub-tier suppliers in accordance with the applicable task order. For purposes of determining flow-down of requirements, the current issue of the document applies; for purposes of determining compliance with contract requirements, the terms of the contract apply.

### NASA DIRECTIVES

- NPR 7150.2, NASA SOFTWARE ENGINEERING REQUIREMENTS
- NPR 8000.4, RISK MANAGEMENT PROCEDURAL REQUIREMENTS
- NPR 8621.1, NASA PROCEDURAL REQUIREMENTS FOR MISHAP REPORTING, INVESTIGATING, AND RECORDKEEPING
- NPD 8700.1, NASA POLICY FOR SAFETY AND MISSION SUCCESS
- NPD 8700.2, NASA POLICY FOR SAFETY AND MISSION ASSURANCE (SMA) FOR EXPERIMENTAL AEROSPACE VEHICLES (EAV)
- NPD 8700.3, SAFETY AND MISSION ASSURANCE (SMA) POLICY FOR NASA SPACECRAFT, INSTRUMENTS, AND LAUNCH SERVICES
- NPR 8705.2, HUMAN-RATING REQUIREMENTS FOR SPACE SYSTEMS
- NPR 8705.3, SAFETY AND MISSION ASSURANCE (SMA) REQUIREMENTS FOR EXPERIMENTAL AEROSPACE VEHICLES (EAV)
- NPR 8705.4, RISK CLASSIFICATION FOR NASA PAYLOADS
- NPR 8705.5, PROBABILISTIC RISK ASSESSMENT (PRA) PROCEDURES FOR NASA PROGRAMS AND PROJECTS
- NPD 8710.2, NASA SAFETY AND HEALTH PROGRAM POLICY



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- NPD 8710.3, NASA POLICY FOR LIMITING ORBITAL DEBRIS GENERATION
- NPD 8710.5, NASA SAFETY POLICY FOR PRESSURE VESSELS AND PRESSURIZED SYSTEMS
- NPR 8715.1, NASA SAFETY AND HEALTH HANDBOOK OCCUPATIONAL SAFETY AND HEALTH PROGRAMS
- NPR 8715.3, NASA SAFETY MANUAL
- NPD 8720.1, NASA RELIABILITY AND MAINTAINABILITY (R&M) PROGRAM POLICY
- NPD 8730.1, METROLOGY AND CALIBRATION
- NPD 8730.2, NASA PARTS POLICY
- NPD 8730.4, SOFTWARE INDEPENDENT VERIFICATION AND VALIDATION (IV&V) POLICY
- NPR 8735.1, PROCEDURES FOR EXCHANGING PARTS, MATERIALS, AND SAFETY PROBLEM DATA UTILIZING THE GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM AND NASA ADVISORIES
- NPR 8735.2, MANAGEMENT OF GOVERNMENT SAFETY AND MISSION ASSURANCE SURVEILLANCE FUNCTIONS FOR NASA CONTRACTS

### NASA STANDARDS

- NSS/WS-1740.10, NASA SAFETY STANDARD FOR UNDERWATER FACILITY AND NON-OPEN WATER OPERATIONS
- NSS 1740.12, SAFETY STANDARD FOR EXPLOSIVES, PROPELLANTS, AND PYROTECHNICS
- NSS 1740.14, GUIDELINES AND ASSESSMENT PROCEDURES FOR LIMITING ORBITAL DEBRIS
- NSS 1740.16, SAFETY STANDARD FOR HYDROGEN AND HYDROGEN SYSTEMS GUIDELINES FOR HYDROGEN SYSTEM DESIGN, MATERIALS SELECTION, OPERATIONS, STORAGE, AND TRANSPORTATION
- NASA-STD-2100-91, NASA SOFTWARE DOCUMENTATION STANDARD
- NASA-STD-2202-93, SOFTWARE FORMAL INSPECTIONS STANDARD
- NASA-STD-8709.2, NASA SAFETY AND MISSION ASSURANCE ROLES AND RESPONSIBILITIES FOR EXPENDABLE LAUNCH VEHICLE SERVICES
- NASA-STD-8719.7, FACILITY SYSTEM SAFETY GUIDEBOOK

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- NASA-STD-8719.8, EXPENDABLE LAUNCH VEHICLE PAYLOAD SAFETY REVIEW PROCESS STANDARD
- NASA-STD-8719.9, STANDARD FOR LIFTING DEVICES AND EQUIPMENT
- NASA-STD-8719.11, SAFETY STANDARD FOR FIRE PROTECTION
- NASA-STD-8719.13, SOFTWARE SAFETY STANDARD
- 
- NASA-STD-8739.1, WORKMANSHIP STANDARD FOR STAKING AND CONFORMAL COATING OF PRINTED WIRING BOARDS AND ELECTRONIC ASSEMBLIES
- 
- NASA-STD-8739.2, WORKMANSHIP STANDARD FOR SURFACE MOUNT TECHNOLOGY
- 
- NASA-STD-8739.3, SOLDERED ELECTRICAL CONNECTIONS
- 
- NASA-STD-8739.4, CRIMPING, INTERCONNECTING CABLES, HARNESSSES, AND WIRING
- 
- NASA-STD-8739.5, FIBER OPTIC TERMINATIONS, CABLE ASSEMBLIES, AND INSTALLATION
- 
- NASA-STD-8739.8, SOFTWARE ASSURANCE STANDARD

### OTHER STANDARDS

- S-312-P-003, PROCUREMENT SPECIFICATION FOR RIGID PRINTED BOARDS FOR SPACE APPLICATIONS AND OTHER HIGH RELIABILITY USES
- ANSI/AIAA S-080-1998-SPACE SYSTEMS-METALLIC PRESSURE VESSELS, PRESSURIZED STRUCTURES, AND PRESSURE COMPONENTS
- NASI/AIAA S-081-2000-SPACE SYSTEMS-COMPOSITE OVERWRAPPED PRESSURE VESSELS (COPVs)
- ANSI/ESD S20.20, DEVELOPMENT OF AN ELECTROSTATIC DISCHARGE CONTROL PROGRAM FOR PROTECTION OF ELECTRICAL AND ELECTRONIC PARTS, ASSEMBLIES AND EQUIPMENT (EXCLUDING ELECTRICALLY INITIATED EXPLOSIVE DEVICES)
- IPC-2221, GENERIC STANDARD ON PRINTED BOARD DESIGN

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- IPC-2222, SECTIONAL DESIGN STANDARD FOR RIGID ORGANIC PRINTED BOARDS
- IPC-6011, GENERIC PERFORMANCE SPECIFICATION FOR PRINTED BOARDS
- IPC-6012, QUALIFICATION AND PERFORMANCE SPECIFICATION FOR RIGID PRINTED BOARDS
- ANSI/ISO/ASQC Q9000-3-1997, QUALITY MANAGEMENT AND QUALITY ASSURANCE STANDARDS PART 3: GUIDELINES FOR THE APPLICATION OF ANSI/ISO/ASQC Q9001-1994 TO THE DEVELOPMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF COMPUTER SOFTWARE
- ISO 9001, QUALITY MANAGEMENT SYSTEMS – REQUIREMENTS
- ISO 9004, QUALITY MANAGEMENT SYSTEMS – GUIDELINES FOR PERFORMANCE IMPROVEMENTS
- ISO 10007, QUALITY MANAGEMENT SYSTEMS – GUIDELINES FOR CONFIGURATION MANAGEMENT
- ISO 10012, MEASUREMENT MANAGEMENT SYSTEMS – REQUIREMENTS FOR MEASUREMENT PROCESSES AND MEASURING EQUIPMENT
- SAE AS 9100B, QUALITY MANAGEMENT SYSTEMS – AEROSPACE – REQUIREMENTS
- Procurement Information Circular (PIC) 02-17, Government Quality Assurance Surveillance Plan (QASP) Guidance. URL:  
<http://www.hq.nasa.gov/office/procurement/regs/pic02-17.html>.
- AS9003, Inspection and Test Quality System.
- ARP 9009, Aerospace Contract Clauses.

### 4.0 PERFORMANCE SURVEILLANCE

The Government will monitor and evaluate the Contractor's performance in accordance with the procedures set forth in the Government's Surveillance Plan.

### 5.0 BUSINESS MANAGEMENT AND ADMINISTRATION

The Contractor shall develop, implement and maintain those business management systems required for effective and efficient accomplishment of contract work. In general, business management and administrative functions described in this section will not be covered by specific Task Orders. Areas include, but are not limited to, the following:

#### 5.1 MANAGEMENT

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The Contractor shall institute and maintain an effective, efficient, and responsive management organization responsible for management and oversight of Contractor personnel, other contract resources, Government Furnished Equipment (GFE), contract performance, deliverables, and costs as applicable.

The Contractor shall promptly alert the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO) of any problems that may adversely impact the timely and cost-effective delivery of quality products and services under this contract.

The Contractor shall be capable of providing overall S&MA program integration for all SAS related functions of S&MA program/project management. This includes interface with all organizations (internal and external) required to support overall Assurance Technology Center Supplier Assurance Program coordination and policy development. This support crosses all programs/projects and disciplines to assure that all Supplier/Subcontractor performance issues and concerns are identified and addressed.

The Contractor shall be capable of assisting in the development of integrated SAS schedules, resources, and related milestones in the accomplishment of each task order.

The Contractor shall also be capable of providing integrated status of program/project SAS products, processes, and milestones for each task order.

The Contractor shall be capable of assisting in planning, coordinating inputs, and highlight for resolution program/project issues and concerns affecting more than one S&MA discipline.

The Contractor shall be capable of supporting development of innovative and emerging Supplier/Subcontractor technical/management processes and products for application to NASA's Supplier base.

The Contractor shall be capable of conducting, evaluating or participating in special studies to provide recommendations and/or solutions to enhance the effectiveness and efficiency of the integrated Supplier Assurance processes.

### **5.2 MANAGEMENT REVIEWS**

The Contractor shall participate in the following types of meetings and reviews, as required:

#### **5.2.1 Monthly Coordination Meetings**

Senior Contractor personnel shall support informal weekly meetings with NASA managers to discuss accomplishments, problems, corrective actions and other details of contract operations.

#### **5.2.2 Contracting Officer and Technical Representative Meeting**

The Contractor shall support monthly meetings to discuss contract issues, process improvements, corrective actions, and other details of contract operations. These informal



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meetings will normally be attended by NASA Contracting Officer and Technical Representative(s) and by representatives from NASA Resources Management Office.

### 5.2.3 Bi-annual Contract review Meeting

The Contractor shall present a bi-annual contract review to the Government in accordance with its Internal Surveillance Plan (DRD#). The review shall present the Bi-annual Internal Surveillance Report (DRD #).

## 6.0 REPORTING REQUIREMENTS

The Contractor shall submit the following reports in accordance with the contract clause entitled, "Reports of Work": The Contractor shall submit data in electronic format whenever practical.

- (a) DRD #1 – Monthly Activity Report
- (b) DRD #2 – Monthly Supplier Assessment Report
- (c) DRD #3 – Quarterly Evaluation of Supplier Management Systems
- (d) DRD #4 – Electronic Mail (e-mail) Summaries
- (e) DRD #5 – Task Plan
- (f) DRD #6 – Monthly Task Order Report looks like #1
- (g) DRD #7 – Individual Task Order Report